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In Propria Persona

FILED

MAR - 9 2004

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
BY: J. BARTOW, DEPUTY

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

CHURCH OF SCIENTOLOGY
INTERNATIONAL,

Plaintiff,

vs.

GERALD ARMSTRONG,

Defendant

) Case No. CV 021632

) **DEFENDANT'S SEPARATE STATEMENT**
) **OF DISPUTED AND UNDISPUTED FACTS**
) **AND SUPPORTING EVIDENCE IN**
) **OPPOSITION TO MOTION FOR**
) **SUMMARY JUDGMENT**

) Date: March 16, 2004

) Time: 0:900

) Department: L

) Trial date: April 9, 2004

**RESPONDING PARTY GERRY ARMSTRONG'S STATEMENT OF DISPUTED AND
UNDISPUTED FACTS**

Defendant Gerry Armstrong ("Armstrong") submits this separate statement in opposition to Plaintiff Church of Scientology International's ("Scientology") separate statement of undisputed facts with reference to supporting evidence pursuant to CCP Section 437c (b).

**PLAINTIFF CSI'S MATERIAL FACTS AND
SUPPORTING EVIDENCE**

1. On December 6, 1986, CSI and defendant Armstrong entered into a Mutual Release of All Claims and Settlement Agreement ("Agreement") in the case entitled *Church of Scientology International v. Armstrong*, Case

**DEFENDANT ARMSTRONG'S MATERIAL
FACTS AND SUPPORTING EVIDENCE**

1. Disputed. In December 1986, Armstrong was brought to sign the subject "contract" by threat from the persons and entities comprising the "contract's" Scientology-related "parties," "releasees" or "beneficiaries," hereinafter "beneficiaries." and by fraud perpetrated by these

1 No. C 420153. In consideration, Armstrong
2 made various covenants, including the
3 following contained in paragraph 7(D) of the
4 Agreement:

5 "Plaintiff agrees never to create or
6 publish, or attempt to publish, and/or assist
7 another to create for publication by means of
8 magazine, article, book or other similar form,
9 any writing or broadcast or to assist another to
10 create, write, film or video tape or audio tape
11 any show, program or movie, or to grant
12 interviews or discuss with others, concerning
13 their experiences with the Church of
14 Scientology, or, concerning their personal or
15 indirectly acquired knowledge or information
16 concerning the Church of Scientology, L. Ron
17 Hubbard or any of the organizations,
18 individuals and entities listed in Paragraph 1
19 above. Plaintiff further agrees that he will
20 maintain strict confidentiality and silence
21 with respect to his experiences with the
Church of Scientology and any knowledge or
information he may have concerning the
Church of Scientology, L. Ron Hubbard, or
any of the organizations, individuals or
entities listed in Paragraph 1 above
Plaintiff agrees that if the terms of this
paragraph are breached by him, that CSI and
the other Releasees would be entitled to
liquidated damages in the amount of \$50,000
for each such breach."

22 **PLAINTIFF'S EVIDENCE:**

23 1. Exhibit A to Plaintiff's Complaint; Wilson
24 Decl., ¶2, Exhibit A thereto; Wilson Decl.,
25 ¶3, Exhibit B thereto, Defendant's Answer, at
26 ¶ 2:5-7; ¶ 14:17-22.

"beneficiaries," and by fraud perpetrated by these
"beneficiaries" against him. The quoted excerpt
from paragraph 7(D) contains conditions that
unlawfully deprive Armstrong of basic, vital rights
and privileges secured to him by the U.S.
Constitution and laws in violation of
18 U.S.C. §241.

ARMSTRONG'S EVIDENCE

Armstrong Decl., ¶¶6-15, Exs. A-D, F, K;
"contract," Wilson Decl. Ex. A; Armstrong's
Answer, Wilson Decl. Exs. B,

1 2. Several years later, plaintiff filed several
2 breach of contract actions against defendant
3 Armstrong which were consolidated in this
4 Court in the case entitled *Church of*
5 *Scientology International v. Armstrong*, Case
6 Nos. 152229 and 157680 ("Consolidated
7 Action").
8

9 **PLAINTIFF'S EVIDENCE:**

10 2. Wilson Decl., ¶¶4-5, Exhibits C and D
11 thereto, Complaints filed in *Church of*
12 *Scientology International v. Armstrong*, Case
13 No. 152229 and *Church of Scientology*
14 *International v. Armstrong*, Case No. 157680;
15 Wilson Decl., ¶3, Exhibit B thereto at ¶¶ 2:5-
16 7; 2:28-3:1.
17

18 3. In the Consolidated Action, plaintiff CSI
19 sought liquidated damages pursuant to the
20 terms of the Agreement, as well as injunctive
21 relief to prevent any future breaches of the
22 Agreement by defendant Armstrong,
23 including breaches of paragraph 7(D) of the
24 Agreement.
25

26 **PLAINTIFF'S EVIDENCE:**

27 3. Wilson Decl., ¶¶4-5, Exhibits C and D
28 thereto, Complaints filed in *Church of*

2. Undisputed, but irrelevant, except as those
"several breach of contract actions" constitute acts
in furtherance of crimes against Armstrong,
specifically violations of 18 U.S.C. §241.

ARMSTRONG'S EVIDENCE

Armstrong Decl., ¶¶2-5, Ex A; Wilson Decl. Exs.
A, B.

3. Undisputed, but irrelevant, except that such
liquidated damages impermissibly act as
intimidation and punishment in violation of 18
U.S.C. §241 and §242, and such seeking of such
liquidated damages and injunctive relief against
Armstrong, and efforts of any kind to prevent
Armstrong from doing any of the things he has
done or might do, constitute acts in furtherance of
violations of 18 U.S.C. §241 and §242.

ARMSTRONG'S EVIDENCE

Armstrong Decl., ¶¶2-5, Ex A; Wilson Decl. Ex.

1 *Scientology International v. Armstrong*, Case
2 No. 152229 and *Church of Scientology*
3 *International v. Armstrong*, Case No. 157680;
4 Wilson Decl., ¶3, Exhibit B thereto at ¶¶ 2:5-
5 7; 2:28-3:1.

6
7 4. Armstrong, represented by counsel, cross-
8 complained against plaintiff in the
9 Consolidated Action challenging the validity
10 of the Agreement on a number of grounds,
11 including violation of the First Amendment,
12 duress and abuse of process.

13
14 **PLAINTIFF'S EVIDENCE:**

15 4. Wilson Decl., ¶6, Exhibit E thereto,
16 Certified copy of Armstrong's Cross-
17 Complaints in the cases entitled *Church of*
18 *Scientology International v. Armstrong*, Case
19 No. 152229 and *Church of Scientology*
20 *International v. Armstrong*, Case No. 157680.

21
22 5. On October 17, 1995, following a motion
23 for summary adjudication of issues brought
24 by CSI against defendant Armstrong, this
25 Court entered an Order of Permanent
26 Injunction in the Consolidated Action
27 adjudicating the following:

28 "1. Plaintiff and defendant freely and

A, B; Complaint Marin No. 152229, Wilson Decl.
Ex. C; Complaint Marin No. 157680, Wilson
Decl. Ex. D.

4. Undisputed, but irrelevant. Moreover, only a
copy of Armstrong's Cross-Complaint in Marin
No. 157680 formed Scientology's Exhibit E. This
is confirmed in Wilson Decl. ¶6, which states:

6. Attached hereto and incorporated herein as
Exhibit E is a true and correct copy of a Verified
Cross-Complaint related to the matter entitled
Church of Scientology International vs. Gerald
Armstrong, Michael Walton, etc., Marin Superior
Court, Case No. 157680.

The Cross-Complaint in Marin No. 157680 had a
single cause of action for abuse of process.

ARMSTRONG'S EVIDENCE

Wilson Decl. ¶6, Ex. A, E.

5. Undisputed but irrelevant, except as such Order
of Permanent Injunction is an instrument and act
in furtherance of the beneficiaries' crimes against
Armstrong, specifically violations of 18 U.S.C.
§241 and §242, and except as such Injunction
contains clear misstatements of material fact to
Armstrong's detriment evidencing judicial
~~malfeasance.~~ *ja*

1 voluntarily entered into a Mutual Release of
2 All Claims and Settlement Agreement in
3 December, 1986.

4 2. Plaintiff performed all of its obligations
5 pursuant to the Agreement.

6 3. Defendant Armstrong received substantial
7 consideration for the promises which he made
8 in the Agreement.

9 4. Since 1990, defendant Armstrong has
10 repeatedly breached paragraphs 7(D).

11 9. Defendant Armstrong has reiterated
12 numerous times that he intends to continue
13 breaching the Agreement unless he is ordered
14 by the Court to cease and desist . . .

15 10. Plaintiff's legal remedies are inadequate
16 insofar as the scope of the relief ordered
17 below is concerned . . .

18 Accordingly, the Court finds that entry of a
19 permanent injunction in this action is
20 necessary in this action because pecuniary
21 compensation could not afford the Church
22 adequate relief, and the restraint is necessary
23 in order to prevent a multiplicity of actions
24 for breach of contract."

25 Thereafter, the Court permanently
26 enjoined defendant Armstrong from "doing
27 directly or indirectly any of the following":
28 "Facilitating in any manner the creation,

malfeasance.

ARMSTRONG'S EVIDENCE

Armstrong Decl., ¶¶2-5, 23, 30, Ex A, K; Wilson
Decl. Ex. A, B, F, H-J.

1 publication, broadcast, writing, filming audio
2 recording, video recording, electronic
3 recording or reproduction of any kind of any
4 book, article, film, television program, radio
5 program, treatment, declaration, screenplay or
6 other literary, artistic or documentary work of
7 any kind which discusses, refers to or
8 mentions Scientology, the Church and/or any
9 of the Beneficiaries (which includes plaintiff
10 herein, CSI); 5. Discussing with anyone, not
11 a member of Armstrong's immediate family
12 or his attorney, Scientology, the Church,
13 and/or any of the Beneficiaries (including
14 CSI.)."

15 **PLAINTIFF'S EVIDENCE:**

16 5. Wilson Decl. ¶7, Exhibit F thereto, Order
17 of Permanent Injunction dated October 17,
18 1995, entered in *Church of Scientology*
19 *International v. Armstrong*, Case No. 157680.

21 6. On May 2, 1996, the Order of Permanent
22 Injunction was incorporated into a judgment
23 against defendant Armstrong.

24 **PLAINTIFF'S EVIDENCE:**

25 6. Wilson Decl., ¶8 and Exhibit G thereto,
26 May 2, 1996 Order of Permanent Injunction
27 issued in the Consolidated Actions of *Church*
28 *of Scientology International v. Armstrong*,
Case No. 152229 and *Church of Scientology*

6. Undisputed and irrelevant, except as such
Injunction and Judgment are instruments and acts
in furtherance of crimes against Armstrong,
specifically violations of 18 U.S.C. §241 and
§242.

ARMSTRONG'S EVIDENCE

Armstrong Decl., ¶¶2-5, 14, 23, 27, Ex A;
Wilson Decl. Ex. A, B, F, G.

1 *International v. Armstrong*, Case No. 157680;
2 Answer of Gerry Armstrong Answer, ¶ 2:5-7.

3
4 7. Thereafter, on or about November 13,
5 2000, plaintiff applied *Ex Parte* to the Court
6 in the Consolidated Action for an Order to
7 Show Cause why defendant Armstrong
8 should not be held in contempt for violating
9 the October 17, 1995 Order of Permanent
10 Injunction for engaging in 131 breaches of the
11 October 17, 1995 Injunction.

12 **PLAINTIFF'S EVIDENCE:**

13 7. Wilson Decl. ¶9, Exhibit H thereto, *Ex*
14 *Parte Application for Order to Show Cause Re:*
15 *Contempt* and supporting documents
16 thereto.

17 8. These 131 postings are written
18 publications in which he discusses his and
19 others' experiences in the Church of
20 Scientology and he makes mention of and
21 discusses information he has concerning the
22 Church of Scientology.

23 **PLAINTIFF'S EVIDENCE:**

24 8. Wilson Decl., ¶2 and Exhibit A thereto,
25 the Mutual Release of All Claims and
26 Settlement Agreement; Wilson Decl., ¶3,
27 Exhibit B thereto, Defendant's Answer,
28 ¶¶15:4-5, ¶ 16:8-17, ¶¶ 27-30:2, ¶ 35:21-24, ¶
48:12, 22-26.

7. Undisputed and irrelevant, except as such
application for an Order to Show Cause why
Armstrong should not be held in contempt for
doing whatever he did that constituted "engaging
in 131 breaches of the October 17, 1995
Injunction" is an instrument and act in furtherance
of crimes against Armstrong, specifically
violations of 18 U.S.C. §241 and §242.

ARMSTRONG'S EVIDENCE

Armstrong Decl., ¶¶2-5, 23, 28, 30, Ex A, K;
Wilson Decl. Ex. A, B, F, H, I.

8. Undisputed, but irrelevant, except as any
efforts to prohibit Armstrong from writing,
publishing or otherwise uttering such statements,
or to punish him for having written, published or
otherwise uttered such statements, constitute acts
in furtherance of crimes against Armstrong,
specifically violations of 18 U.S.C. §241 and
§242. The 131 postings are written publications
of Armstrong's religious beliefs concerning his
religious experiences and religious knowledge in
exercise of his religious freedom.

ARMSTRONG'S EVIDENCE

Armstrong Decl., ¶¶2-5, 26-29, Ex A, K; Wilson
Decl. Ex. A, B, F, H, I.

1
2 9. Defendant Armstrong was given an
3 opportunity and did file an opposition to the
4 *Ex Parte* Application, asserting the same
5 arguments he proffered earlier in the
6 Consolidated Action.

7 **PLAINTIFF'S EVIDENCE:**

8 9. Wilson Decl., ¶10 and Exhibit I thereto,
9 Armstrong's Opposition to Order to Show
10 Cause.

11 10. On July 13, 2001, the Court issued its
12 decision in an Order of Contempt, finding
13 that defendant Armstrong had, in fact,
14 violated the terms of the Injunction by
15 engaging in 131 breaches of the Agreement
16 which are at issue here:

17 Petitioner (CSI) has shown that: (1)
18 During the period of February 20,
19 1998 to July 10, 2000, ARMSTRONG
20 made a total of 131 postings on the
21 Internet, each of which violated one or
22 more provisions of the Injunction ...
23 ARMSTRONG did not deny these violations.

24 In his January 9, 2001 declaration under
25 penalty of perjury, ARMSTRONG stated, "I
26 have violated Scientology's Injunction
27 thousands of times since former Marin
28 County Superior.
Court Judge [Gary Thomas] signed it in
October, 1995."

Decl. Ex. A, B, F, H, I.

9. Disputed in part, and undisputed in part, but
irrelevant. Scientology has not provided any
evidence to support the conclusion that Armstrong
asserted the same arguments he proffered earlier
in the Consolidated Action. Armstrong asserted
some arguments that were similar, and some that
were completely different.

ARMSTRONG'S EVIDENCE

Armstrong Decl., ¶28, Ex. K; Wilson Decl. Ex. I.

10. Undisputed, but irrelevant, except as such
Order of Contempt is an instrument and act in
furtherance of crimes against Armstrong,
specifically violations of 18 U.S.C. §241 and
§242.

ARMSTRONG'S EVIDENCE

Armstrong Decl., ¶¶2-5, 23, 28, 30, Ex A, K;
Wilson Decl. Ex. J.

1 **PLAINTIFF'S EVIDENCE:**

2 10. Wilson Decl., ¶11 and Exhibit J thereto,
3 Order of Contempt issued in the Consolidated
4 Action dated July 13, 2001.

5
6 11. ARMSTRONG has admitted committing
7 the 201 breaches of contract alleged in the
8 First Cause of Action.

9 **PLAINTIFF'S EVIDENCE:**

10 11. Wilson Decl. ¶3 and Exhibit B thereto,
11 Answer of Gerry Armstrong at ¶ 14:8-28

11. Undisputed, but irrelevant, except as any
efforts to prohibit Armstrong from writing,
publishing, uttering or doing any of the things that
comprise the 201 breaches of contract alleged in
Scientology's First Cause of Action constitute acts
in furtherance of crimes against Armstrong,
specifically violations of 18 U.S.C. §241 and
§242. All of Armstrong's actions, writings,
publications or other utterances that comprise said
alleged 201 breaches of contract are expressions
of Armstrong's religious beliefs concerning his
religious experiences and religious knowledge in
exercise of his religious freedom.

17 **ARMSTRONG'S EVIDENCE**

18
19 Armstrong Decl., ¶¶2-5, 26-29, Ex A, B, K;
20 Wilson Decl. Ex. A, B, F, H-J.

21
22 **ADDITIONAL DISPUTED FACTS**

23 Armstrong's Claim: Scientology is not entitled to summary judgment because: 1. Scientology obtained
24 Armstrong's signature on the subject "contract" by duress; 2. Scientology obtained Armstrong's
25 signature on the subject "contract" by fraud; 3. the contract's liquidated damages condition is
26 unreasonable and impermissibly acts as a penalty; 4. Scientology's hands are unclean in this transaction
27 and Scientology is therefore barred from obtaining the relief it seeks; 5. Armstrong has forty-four live,
28 valid Affirmative Defenses that Scientology has not even addressed in its motion; 6. one of Armstrong's
live, valid Affirmative Defenses is freedom of religion; 7. The "contract's" conditions that Scientology
seeks to enforce are impossible to perform; 8. Scientology's "contract," duress and fraud to get

1 Armstrong to sign, Scientology's lawsuits, summary adjudication and summary judgment motions,
2 injunction, judgment, contempt orders and arrest warrants to enforce the "contract" against Armstrong
3 and Scientology's extra-judicial Fair Game against Armstrong constitute acts in furtherance of a crime.

4
5 **ISSUE NO. I**

6 Armstrong's Claim: Scientology obtained Armstrong's signature on the subject "contract" by duress.

7
8 12. Scientology founder L. Ron Hubbard ordered, 12. Armstrong Decl. ¶7, Ex. A, B, C, F, K.
9 and Scientologists accept as true, that there is a
10 class of citizens called "Suppressive Persons or
11 "SPs," who are the most evil people in the world,
12 destructive, criminal, and deserving no mercy or
13 rights. Hubbard called Scientology's policy for
14 treatment of SPs "Fair Game," and provided
15 examples and types of Fair Game to be applied to
16 SPs in various policy letters or directives. In his
17 policy letter "Penalties for Lower Conditions,
18 Hubbard wrote:

19 ENEMY — SP Order. Fair game.
20 May be deprived of property or
21 injured by any means by any
22 Scientologist without any discipline
23 of the Scientologist. May be
tricked, sued or lied to or
destroyed.

24 13. Scientology declared Armstrong to be a 13. Armstrong Decl. ¶7, Ex. A, B, C, F, K.
25 "Suppressive Person" right after he left the
26 organization in December 1981 and has
27 considered him an SP and Fair Gamed him ever
28 since. He has studied Scientology for thirty-five

1 years and have acquired a great deal of knowledge
2 of and experience in this field, particularly
3 regarding the Suppressive Person Doctrine and the
4 philosophy, methodologies and application of, and
5 defense to Fair Game.

6 14. Scientology is extremely wealthy, possessing
7 an estimated billion dollars in liquid assets. It is a
8 global enterprise employing intelligence operators
9 and operatives, private investigator thugs, high
10 powered and low ethics attorneys, and thousands
11 of aggressive mind controlled fanatics to carry out
12 its attacks against people declared Suppressive
13 Persons like Armstrong. Scientology has a history
14 of criminality, publishes policies calling for
15 crimes against people, and trains its personnel to
16 implement and execute those policies.

14. Armstrong Decl. ¶7, Ex. A, B, C, F, K.

17 15. Hubbard published a policy letter entitled
18 "Battle Tactics," in which he wrote:

15. Armstrong Decl. ¶8, Ex. A, B.

19 If you uniformly apply the tactics
20 and strategy of battle to the rows
21 we get into, press or legal or public
22 confrontation, you will win.

23 ...

24 But there are also wars of
25 attrition. We are engaged in one
26 where total destruction of us has
27 been the enemy's aim for, at this
28 writing, 19 years. This is barbarian
warfare, thus the enemy must have
had very positive fears and terrors
about us. Since he fought for total
attrition. In this case it is not safe to
hope for any half way win. We
must ourselves fight on a basis of
total attrition of the enemy. So

1 never get reasonable about him.
2 Just go all the way in and obliterate
3 him.

4 It is bad warfare to fight battles
5 on your own terrain, in your own
6 subject area. It is not good to fight
7 in the territory of allies. Fight
8 battles wherever possible only on
9 enemy terrain, in and about his
10 subject and his people, not ours.
11 You can gauge your relative
12 success by this. When all your
13 battles are fought on his terrain,
14 you are winning.

15 A good general expends the
16 maximum of enemy troops and the
17 minimum of his own. He makes the
18 war costly to the enemy, not to
19 himself.

20 One cuts off enemy
21 communications, funds,
22 connections. He deprives the
23 enemy of political advantages,
24 connections and power. He takes
25 over enemy territory. He raids and
26 harrasses.

27 ...

28 Intelligence identifies targets and
finds out enemy plans and
purposes, enemy connections,
dispositions, etc.

...

The prize is "public opinion"
where press is concerned. The only
safe public opinion to head for is
they love us and are in a frenzy of
hate against the enemy, this means
standard wartime propaganda is
what one is doing, complete with
atrocities, war crimes trials, the lot.
Know the mores of your public
opinion, what they hate. That's the
enemy. What they love. That's you.

You preserve the image or
increase it of your own troops and
degrade the image of the enemy to

1 beast level.

2 ...

3 Wars are composed of many
4 battles.

5 Never treat a war like a skirmish.
6 Treat all skirmishes like wars.

7 16. Armstrong studied this policy letter inside
8 Scientology, and is familiar with its
9 implementation inside and outside Scientology.
10 The “enemy” Hubbard refers to and orders be
11 attacked is the class of citizens that Scientology
12 declares to be “Suppressive Persons” or “SPs.”
13 The kinds of attacks on SPs and their lives and
14 livelihoods that Hubbard orders in this policy
15 letter are forms of Fair Game; e.g., waging a war
16 of total attrition on people, expending the
17 maximum of these people, making the war costly
18 on them, cutting off people’s communications,
19 funds and connections, depriving them of political
20 advantages, connections and power, raiding and
21 harassing them, turning public opinion into a
22 frenzy of hate” against them, degrading these
23 people’s image to beast level, and going all the
24 way in and obliterating them. This policy letter is
25 claimed by Scientology to be “religious scripture,”
26 and must be obeyed by Scientology’s members
27 and agents.

16. Armstrong Decl. ¶8, Ex. A, B.

28 17. Scientology reissued the “Battle Tactics”
policy on September 24, 1987.

17. Armstrong Decl. ¶9, Ex. A, B.

18. In 1991 Scientology published a document

18. Armstrong Decl. ¶10, 11, Ex. A, C.

1 entitled "Office of Special Affairs Executive
2 Directive 508R, Investigations Officer Full Hat
3 Checksheet" which is a checksheet for a training
4 course and manual for personnel in the
5 Intelligence Bureau of the Office of Special
6 Affairs or "OSA." OSA is the arm and operation
7 in the global Scientology enterprise set up to deal
8 with public relations, legal and intelligence
9 matters. OSA and all of Scientology are run by
10 one David Miscavige, who succeeded Hubbard as
11 supreme director of the enterprise after Hubbard's
12 death in 1986. The OSA checksheet requires that
13 its intelligence personnel study and pass an oral
14 examination on "Battle Tactics" and requires that
15 these personnel demonstrate "5 examples of the
16 following stable datum:"

16 "We must ourselves fight on the
17 basis of total attrition of the enemy.
18 So never get reasonable about him.
19 Just go all the way in and obliterate
20 him."

19 "Stable datum" is a Scientology term meaning the
20 one datum from which a whole body of
21 knowledge is built, the datum which keeps the
22 entire body of knowledge from falling apart, the
23 datum on which all other things in a subject
24 aligned. Total attrition of Suppressive Persons,
25 never getting reasonable about SPs, and going all
26 the way in and obliterating them, is vital to the
27 "body of knowledge" that is Scientology.

28 19. Pursuant to Scientology's Suppressive Person 19. Armstrong Decl. ¶12, Ex. A, D, K.

1 Doctrine, and in execution of the Fair Game
2 policy, Scientology's agents have, among other
3 crimes or torts, assaulted Armstrong, run into him
4 bodily with a car, terrorized him on the freeway,
5 threatened to put a bullet between his eyes, staked
6 out his home, framed him with crimes, brought
7 false criminal charges against him, secretly and
8 illegally videotaped him, broke into his car and
9 stole his documents plus irreplaceable artwork,
10 disseminated his confidential psychotherapy
11 records, terrorized him now for twenty-two years,
12 and subjected him to a vicious global black
13 propaganda campaign. Scientology has waged a
14 war of total attrition on Armstrong that continues
15 to this day, and seeks to go all the way in and
16 obliterate him, to expend him, to make
17 Scientology's war costly on him, to cut off his
18 communications, funds and connections, to
19 deprive him of political advantages and power,
20 and to raid and harass him. Scientology and those
21 persons serving its malevolent purposes have
22 pumped out a river of black propaganda to
23 degrade his image to beast level, and to turn
24 public opinion into a frenzy of hate against him.

1 **ISSUE NO. II**

2 Armstrong's Claim: Scientology obtained Armstrong's signature on the subject "contract" by fraud

4 20. At the time of the December 1986

20. Armstrong Decl. ¶13, Ex. A, D, K.

5 "settlement," Armstrong's attorney Michael
6 Flynn told him that if he didn't sign Scientology's
7 "contract," Scientology would continue to Fair
8 Game him, Flynn and his family, the other
9 Scientology victims that Flynn represented, and
10 Fair Game anyone else Scientology wanted.
11 Armstrong knew very well what Fair Game was,
12 and understood very well the terrible threat that
13 Scientology was making. The burden on
14 Armstrong was unbearable.

15 21. Flynn also communicated to Armstrong that if
16 he signed Scientology's "contract" Scientology
17 promised it would end Fair Game forever against
18 Armstrong, Flynn, his family, clients, and
19 everyone else in the world.

21. Armstrong Decl. ¶14, Ex. A, K.

20 22. Immediately following Armstrong's signing,
21 however, Scientology continued to Fair Game him
22 and Fair Games him to this day. Scientology's
23 acts against him in execution of the Fair Game
24 policy following his signing of the "contract"
25 include, but are not limited to, distributing edited
26 perverse versions of illegal, secretly made
27 videotapes of him, filing sworn statements about
28 him in legal proceedings falsely accusing him of

22. Armstrong Decl. ¶14, Ex. A, K.

1 crimes, threatening him on multiple occasions,
2 filing false criminal charges against him,
3 assaulting him on three occasions, carrying out a
4 massive global black propaganda campaign
5 against him, forging his signature to hate postings
6 to the Internet, spying on him, more secret
7 videotaping of him, terrorizing Armstrong and his
8 friends on the freeway, terrorizing them with a
9 phony bomb threat, obtaining unlawful court
10 orders against Armstrong including the Marin
11 Superior Court's summary adjudication and
12 summary judgment orders, injunction, judgment,
13 contempt orders, and arrest warrants, and by
14 seeking "judicially" and extra-judicially to deprive
15 him of his rights and privileges secured to him by
16 the U.S. Constitution and laws.

17 23. Had Armstrong been made aware that
18 Scientology intended to and would continue to
19 Fair Game him after he signed its "contract" he
20 would never have signed. If he had been aware
21 that the "contract" could possibly be interpreted
22 by a sitting California Superior Court Judge to be
23 a license to Scientology to Fair Game him, to
24 assault, spy on, terrorize, black PR, frame, jail,
25 war on and obliterate him, and punish him if he
26 responded, Armstrong would also never have
signed Scientology's "contract."

23. Armstrong Decl. ¶15, Ex. A, K.

27 24. When Armstrong objected to Flynn about the
28 contract's conditions that on their face deprived

24. Armstrong Decl. ¶15, Ex. A, K.

1 Armstrong of certain basic rights and privileges,
2 Flynn assured him that those conditions were “not
3 worth the paper they’re printed on,” that these
4 conditions were “unenforceable,” and that
5 Armstrong couldn’t “contract away [his]
6 Constitutional rights.”

7
8 25. Unbeknownst to Armstrong at the time of the
9 “settlement,” Flynn entered into a “contract” with
10 Scientology that according to Flynn requires that
11 he not assist Armstrong in any way if Scientology
12 Fair Games him, which Scientology has done.

25. Armstrong Decl. ¶15, Ex. A, K.

13 **ISSUE NO. III**

14 Armstrong's Claim: The contract’s liquidated damages condition is unreasonable and impermissibly
15 acts as a penalty

16
17 26. Because of Flynn’s assurance that the
18 “contract’s” liquidated damages provision was not
19 worth the paper it was printed on, there was
20 absolutely no negotiation by Armstrong with
21 Scientology, or even via Flynn with Scientology,
22 regarding liquidated damages and no discussion
23 whatsoever regarding their reasonableness. It was
24 completely understood by Armstrong at the time
25 of the settlement that the liquidated damages
26 condition and amount were utterly unreasonable.
27 He is certain that they are just as unreasonable
28 today, and, he believes, even more unreasonable
given the now obvious conclusion that this
liquidated damages condition, its enforcement by

26. Armstrong Decl. ¶15, Ex. A, K.

1 Judge Thomas, and every way in which it has
2 been used by Scientology against Armstrong and
3 against others, constitute acts in furtherance of
4 serious civil rights crimes

5 27. The actual monetary damage caused to the
6 Scientology "beneficiaries" by each of
7 Armstrong's utterances is zero. Scientology has
8 never produced one shred of evidence to support
9 any claim that damages are otherwise.

10 Scientology lawyer Wilson has admitted that the
11 damages from an extremely large utterance, thirty-
12 one pages of letter and documents to the members
13 of the Los Angeles City Council is "negligible at
14 best, more likely nil."

15 28. At the time of the "settlement," Scientology
16 was a billion dollar enterprise, whereas Armstrong
17 had no money whatsoever and no bargaining
18 power. Scientology had hundreds of lawyers,
19 whereas Armstrong's lawyer had been
20 compromised by Scientology to the point that he
21 was pressuring Armstrong on Scientology's behalf
22 to sign the "contract" to have Fair Game end
23 against Flynn and his family, assuring Armstrong
24 that Scientology would end Fair Game forever if
25 he signed, and also insisting that the liquidated
26 damages condition was not worth the paper it's
27 printed on.

27. Armstrong Decl. ¶18, Ex. A, E, K.

28. Armstrong Decl. ¶19, Ex. A, K.

1 **ISSUE NO. IV.**

2 Armstrong's Claim: Scientology's hands are unclean in this transaction and Scientology is therefore
3 barred from obtaining the relief it seeks

4 29. On January 23, 1997 Armstrong was served
5 with a subpoena for production of documents by
6 defendant Grady Ward in the case of Religious
7 Technology Center v. Ward, U.S. District Court
8 for the Northern District of California, Case No.
9 C-96-20207 RMW.

29. Armstrong Decl. ¶21, Ex. G, K.

10 30. On January 24, 1997 Armstrong received a
11 fax letter from attorney Wilson stating that the
12 documents that Ward sought were "within the
13 purview of the December 6, 1986 Settlement
14 Agreement and, hence, the various interlocutory
15 orders and judgment in [] Marin Superior Court
16 No. 157 680," insisting that Armstrong refrain
17 from producing the subpoenaed documents before
18 a motion could be heard, and claiming that
19 Scientology's "contract" "requires no less."
20 Armstrong took this letter from Wilson, who did
21 not advise Ward of what was happening, to be a
22 threat and an improper tampering with a
23 subpoenaed witness.

30. Armstrong Decl. ¶21, Ex. H, K.

24 31. Armstrong wrote a declaration, executed
25 January 26, 1997, and sent it to the U.S. District
26 Court Judge presiding over the Ward case to
27 advise him of the threat from Wilson.

31. Armstrong Decl. ¶21, Ex. I, K.

28 32. Armstrong left California at the end of January

32. Armstrong Decl. ¶22, Ex. A, J, K.

1 1997 and traveled to Canada because of his
2 discovery on the Internet of a submission from
3 Scientology to the Internal Revenue Service in
4 response to the IRS's Form 1023 Request, in
5 which submission Scientology included several
6 pages of black PR lies on him. While he was in
7 Canada, and without notice to him of any kind,
8 Scientology, represented by attorney Wilson, got
9 Judge Thomas to sign an order of contempt, fining
10 and jailing Armstrong for sending his declaration
11 about the Wilson threat to the U.S. District Court
12 Judge presiding over the Ward case. The Wilson
13 threat letter and the order of contempt, jail and
14 fine for reporting the threat against Armstrong to
15 the Federal Judge constitute acts in violation of 18
16 U.S.C. §1512, "Tampering with a Witness,
17 Victim, or an Informant."

17 33. It is obvious to Armstrong that Wilson
18 knowingly used intimidation, threatened and
19 corruptly attempted to persuade him, with intent to
20 influence, delay and prevent his testimony in the
21 official Ward proceeding. Armstrong had a right
22 to report Wilson's threat by declaration to the
23 Federal Judge presiding over the case in which the
24 threat occurred, and had a duty to report this threat
25 and federal felony, pursuant to 18 U.S.C. §4,
26 "Misprision of Felony."

26 34. Nowhere in the contempt order that Judge
27 Thomas signed is there any mention of Wilson's
28 threat letter, which is what caused Armstrong to
send his declaration to the judge on the Ward case.

33. Armstrong Decl. ¶22, Ex. A, K.

34. Armstrong Decl. ¶23, Ex. A, J, K.

1 35. After getting Judge Thomas to sign the
2 unlawful contempt order, Scientology then used
3 this order to unlawfully get Armstrong's appeal
4 from the injunction and judgment of the Marin
5 Superior Court dismissed. Using Judge Thomas's
6 unlawful contempt order, attorney Wilson insisted,
7 on behalf of Scientology, that Armstrong was not
8 entitled to maintain his appeal because of the
9 fugitive disentitlement doctrine.

35. Armstrong Decl. ¶24, Ex. A, J, K.

10 **ISSUE NO. V.**

11 Armstrong's Claim: Armstrong has forty-four live, valid Affirmative Defenses that Scientology has not
12 even addressed in its motion.

13
14 36. Armstrong pled in his answer to Scientology's
15 complaint forty-four affirmative defenses.

36. Armstrong Decl. ¶25, Wilson Decl. Ex B.

16 37. Scientology did not file a demurrer or a
17 motion to strike any of Armstrong's defenses in
18 this case.

37. Armstrong Decl. ¶25.

19 38. Scientology has not provided any evidence in
20 its motion for summary judgment that there is no
21 merit to all or any of Armstrong's affirmative
22 defenses, has not disposed of any or all of these
23 defenses, or even identified the forty-four
24 affirmative defenses for potential disposal.

38. Armstrong Decl. ¶25, Wilson's Decl.,
Scientology's Separate Statement.

25 **ISSUE NO. VI.**

26 Armstrong's Claim: One of Armstrong's live, valid Affirmative Defenses is freedom of religion.

27 39. Armstrong possesses, has always possessed,
28 and cannot lawfully but possess a right guaranteed

39. Armstrong Decl. ¶26, Ex. A, K, Wilson Decl.
Ex. B

1 by the First Amendment to the U.S. Constitution
2 to the free exercise of religion that permits him to
3 make and have made all of the utterances he has
4 ever made about Scientology or the
5 “beneficiaries.” Armstrong has written about this
6 right to freedom of religion, and necessarily this
7 affirmative defense to Scientology’s complaint,
8 hundreds of times in hundreds of pages in
9 different legal pleadings, declarations and other
10 public statements.

11 40. The only appearance of the word “religion” or
12 “religious” in Scientology’s motion, separate
13 statement and Wilson declaration, is to identify
14 the plaintiff as a “nonprofit religious corporation.”
15 Any mention of this whole subject and affirmative
16 defense, and any mention of Judge Thomas’s
17 having previously dealt with this subject and
18 defense, is completely missing from Scientology’s
19 moving papers.

20 41. Judge Thomas’s refusal to deal with the
21 religious issue and the free religious exercise
22 defense, when these were squarely and
23 voluminously before him in Armstrong’s
24 oppositions to Scientology’s earlier summary
25 adjudication and summary judgment motions, is
26 compelling evidence of judicial malfeasance

27 42. All of the communications Armstrong has
28 made that Scientology claims violate its “contract”
and for which it seeks here by summary judgment
\$10,050,000.00 and other monetary damages are
Armstrong’s religious expression of his religious

40. Armstrong Decl. ¶26, Wilson Decl.,
Scientology’s Motion for Summary Judgment,
Separate Statement

41. Armstrong Decl. ¶26, Ex. A, K, Marin Clerk’s
Record on Appeal in Appeal No. A075027;
Armstrong’s Opening Brief in Appeal No.
A075027.

42. Armstrong Decl. ¶27, Ex. A, K, Wilson Ex.
A.B, Complaint.

1 beliefs about a subject and entity that calls itself a
2 religion. Armstrong made all of these listed
3 utterances that comprise his religious expression
4 of his religious beliefs after Judge Thomas gave
5 Scientology its injunction and judgment, and these
6 utterances conveyed and constituted Armstrong's
7 religious expression of his religious beliefs at the
8 time he made them. Judge Thomas had retired
9 before Armstrong made his religious expressions
10 of his religious beliefs that constitute elements in
11 his affirmative defense of free religious exercise to
12 Scientology's pending breach of contract claims.

13 43. Scientology has provided no evidence
14 whatsoever to completely dispose of or even deal
15 with these material facts. Scientology has not
16 shown that Armstrong's religious expression is
17 not his religious expression, that his religious
18 beliefs are not religious beliefs, and that
19 Scientology is not a religion.

20 44. To attempt to prevent, as Scientology is doing
21 in this Court, by "contract," by summary
22 judgment, injunction, judgment, contempt orders
23 and arrest warrants, the religious expression of a
24 person's religious beliefs, about, in this case, a
25 "religion," constitutes a clear violation of 18
26 U.S.C. §241. Scientology's complete refusal to
27 deal with or even mention the issue and clear
28 defense of religious exercise in the summary
judgment motion is evidence of the
"beneficiaries'" guilty knowledge that what
Scientology is doing constitutes a crime, and that

43. Armstrong Decl. ¶27, Wilson Decl.,
Scientology's Motion for Summary Judgment,
Separate Statement

44. Armstrong Decl. ¶27, Ex. A.

1 Scientology has no lawful way to defeat or even
2 deal with the defense of religion, because any
3 effort to defeat the defense of freedom of religion,
4 given all that has happened between Scientology
5 and Armstrong in the past twenty-two years, and
6 what has happened in this Court in the litigations
7 between Scientology and Armstrong in the past
8 twelve years, constitutes another criminal act in
9 violation of 18 U.S.C § 241. *Da*

10 45. Armstrong is a Christian, Scientology is
11 antichristian, and Armstrong has a ministry that
12 involves defending Christianity and Christians
13 from Scientology predations and fraud.

45. Armstrong Decl. ¶28, Ex. A.

14 46. Armstrong is a Prophet to Scientologists who
15 brings them God's Word as directed.

46. Armstrong Decl. ¶28, Ex. A.

16 47. Armstrong is the founder and head of the
17 Church of Wogs (CoW) ® which is a global faith
18 dedicated to protecting wogs from Scientology
19 defamation and persecution. "Wogs" is the term
20 Scientologists use for non-Scientologists, and is a
21 racial epithet both inside and outside Scientology
22 equivalent to "niggers." Armstrong is a wog. His
23 utterances about Scientology and wogs constitute
24 religious scripture.

47. Armstrong Decl. ¶28, Ex. A.

25 48. Armstrong is the founder of the Suppressive
26 Person Defense League, dedicated to uniting SPs,
27 defending SPs against beastification, attack and
28 menace, and bringing SPs to stand up to
Scientology. Armstrong is an SP. Suppressive
Persons form a religious class and minority
persecuted by Scientology, Scientologists and

48. Armstrong Decl. ¶29, Ex. A, K.

1 their agents. It is clear to Armstrong that to
2 prevent him, an SP, from assisting his own people
3 and class against being beastified, attacked,
4 menaced and obliterated by Scientology is no
5 different from preventing a Jew from assisting his
6 own people and class, the Jews, against being
7 beastified, attacked, menaced and obliterated by,
8 e.g., a Nazi cult. Seeking to prevent Armstrong,
9 by "contract," threat and punishment from such
10 assistance to or association with his fellow
11 Suppressive Persons is a clearly unlawful purpose
12 and an obvious violation of 18 U.S.C. §241.
13 Judge Thomas's abetment of Scientology's efforts
14 to prevent Armstrong from assisting or associating
15 with his own people and class against being
16 beastified, attacked, menaced and obliterated
17 constitutes an obvious violation of 18 U.S.C.
18 §242.

19 **ISSUE NO. VII.**

20 Armstrong's Claim: The "contract's" conditions that Scientology seeks to enforce are impossible to
21 perform.

22 49. Armstrong has a need every day that cannot be 49. Armstrong Decl. ¶29, Ex. A-D, K, L.
23 altered or denied to communicate about
24 Scientology to people. Scientology will view as
25 Suppressive Persons or Suppressive Groups any
26 person or company that might hire him, will run
27 intelligence operations against those persons or
28 companies, will seek through operations and
attacks against those person or companies to cut

1 off Armstrong's communications, funds and
2 connections, to deprive him of advantages and
3 power, to raid and harass him, and to obliterate
4 him, and to cut off his potential employer's
5 communications, funds and connections, to
6 deprive his employer of advantages and power, to
7 raid and harass his employer, and to obliterate his
8 employer

9 50. Armstrong has a legal duty therefore to
10 disclose his knowledge of Scientology, his
11 experiences, his beliefs and anything else that
12 would explain what the threat Scientology is and
13 would be to any potential employer. Even to get
14 welfare, Armstrong must send out his resume to
15 all sorts of companies disclosing his knowledge of
16 the threat to them that Scientology would be if any
17 person or company hired him.

50. Armstrong Decl. ¶29, Ex. A, L.

18 **ISSUE NO. VIII.**

19 Armstrong's Claim: Scientology's "contract," duress and fraud to get Armstrong to sign, Scientology's
20 lawsuits, summary adjudication and summary judgment motions, injunction, judgment, contempt orders
21 and arrest warrants to enforce the "contract" against Armstrong and Scientology's extra-judicial Fair
22 Game against Armstrong constitute acts in furtherance of a crime.

23 51. Armstrong has filed a Complaint Report
24 consisting of a sworn declaration executed
25 February 16, 2004 with the Department of Justice
26 Civil Rights Division. The Complaint Report
27 identifies a number of U.S. Federal crimes being
28 committed against Armstrong and others by the

51. Armstrong Decl. ¶2, Ex. A, Wilson Decl. Ex.
A.

1 persons comprising the individual "parties,"
2 "releasees" or "beneficiaries" of the "contract"
3 that underlies this breach of contract case. The
4 "contract" states that these individuals comprise
5 every director, officer, employee, volunteer, agent,
6 assign or lawyer of every Scientology corporation,
7 organization or affiliated entity, which includes
8 plaintiff Scientology corporation herein, and
9 which are also "parties," "releasees" or
10 "beneficiaries" of the subject "contract."

11 52. The criminal acts identified in the Complaint
12 Report relate to and are in furtherance of a global,
13 twenty-two year long, continuing violation of 18
14 U.S.C. §241, "Conspiracy Against Rights," which
states in pertinent part:

15 If two or more persons conspire to
16 injure, oppress, threaten, or
17 intimidate any person in any State,
18 Territory, Commonwealth,
19 Possession, or District in the free
20 exercise or enjoyment of any right
21 or privilege secured to him by the
22 Constitution or laws of the United
23 States, or because of his having so
24 exercised the same;...

25 They shall be fined under this title or
26 imprisoned not more than ten years, or both.

27 The subject "contract" is an instrument in and
28 evidence of that criminal conspiracy, and all of the
"beneficiaries'" efforts to enforce said "contract,"

52. Armstrong Decl. ¶3 Ex. A, K, Wilson Decl.
Ex. A.

1 including judicially using the Marin Superior
2 Court, are unlawful acts in furtherance of said
3 criminal conspiracy.

4 53. The Marin Superior Court, most particularly in
5 the person of former Judge Gary W. Thomas

6 unlawfully abetted the Scientology

7 "beneficiaries" 18 U.S.C. §241 conspiracy,

8 including by granting to said Scientology

9 "beneficiaries," a series of summary adjudication

10 and summary judgment motions against

11 Armstrong, by the signing of contempt orders

12 against Armstrong for said Scientology

13 "beneficiaries," and by issuing warrants for

14 Armstrong's arrest on behalf of said Scientology

15 "beneficiaries." These actions by Judge Thomas

16 were not supported by logic, law, equity or justice

17 and constitute a gross and ongoing violation of 18

18 U.S.C. §242, "Deprivation of Rights Under Color

19 of Law," which states in pertinent part:

20 Whoever, under color of any law, statute,

21 ordinance, regulation, or custom, willfully

22 subjects any person in any State, Territory,

23 Commonwealth, Possession, or District to the

24 deprivation of any rights, privileges, or

25 immunities secured or protected by the

26 Constitution or laws of the United States, ... shall

27 be fined under this title or imprisoned not more

28 than one year, or both.

54. The rights and privileges secured to

53. Armstrong Decl. ¶4 Ex. A, K, Wilson Decl.
Ex. A, Court record in Marin Superior Court Case
Nos. 152229 and 157680.

54. Armstrong Decl. ¶5, Ex. A, K.

1 Armstrong by the U.S. Constitution and laws,
2 which the Scientology beneficiaries, in violation
3 of 18 U.S.C. §241, have conspired to injure,
4 oppress, threaten, and intimidate him in the free
5 exercise or enjoyment of, and the rights and
6 privileges which Judge Thomas deprived
7 Armstrong of, in violation of 18 U.S.C. §242,
8 include, but are not limited to: right to the free
9 exercise of religion; right to freedom from slavery;
10 right to freedom of speech; right to self-defense;
11 right to freedom of association; right to due
12 process; right to communicate with or petition
13 government agencies; right to report crimes;
14 litigant's privilege; doctor-patient privilege;
15 clergyman-penitent privilege.

16
17 Dated March 2, 2004

Respectfully submitted,

21 Gerry Armstrong

A handwritten signature in black ink, appearing to be 'Gerry Armstrong', with a large, loopy flourish extending from the end of the name.